

### **Remarks**

Claims 38-39 are canceled without prejudice. Claims 1, 3-6, 8, 12, 20, 21, 23, 24, 37 and 40-43 are amended. Thus, claims 1-21, 23-29, 37 and 40-43 remain pending in the application for consideration, claims 9-11, 13-19 and 25-29 being previously withdrawn and claim 22 and 30-36 being previously canceled. In view of the following remarks, Applicant respectfully requests that the application be allowed and forwarded on to issuance.

### **Rejections Under 35 U.S.C. § 103**

Claims 1-8, 20, 21, 23, 24, 37 and 39-43 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,389,454 to Ralston et al. (hereinafter “Ralston”) in view of U.S. Patent No. 4,866,611 to Cree et al. (hereinafter “Cree”).

Claims 12 and 38 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Ralston in view of Cree, and further in view of U.S. Patent No. 4,831,552 to Scully et al. (hereinafter “Scully”).

Applicant makes no representation that cited references are prior art. This response and any remarks or comments included herein are not intended to be, and are not to be interpreted as, an admission that any cited references are prior art. Applicant reserves the right to dispose of any cited reference under 35 U.S.C. § 102 and/or 35 U.S.C. § 103, including but not limited to antedating any one or more of the cited references.

(Of course, if the claim language changes, throughout the remarks, please update the quotes of the claim language so the version of the claims filed is quoted verbatim.)

**Claim 1** recites a computer-implemented method comprising [emphasis added]:

- receiving a request from a user system over a network for appointment availability of a service provider during a time period;
- determining available appointment times within the time period for the service provider through use of a central appointments server having access to a central appointment database that stores calendars for a plurality of service providers, including a first calendar for the service provider;
- transmitting the available appointment times to the user system;
- receiving a selected appointment time from the available appointment times;
- *causing a second calendar maintained by the service provider to be checked to verify that the selected appointment time is available in the second calendar;* and
- setting an on-line appointment between the user system and the service provider at the selected appointment time *if the selected appointment time is verified to be available in the second calendar.*

The Office rejected claim 1 as being obvious over Ralston in view of Cree. For reasons set forth below, Applicant respectfully traverses the Office's rejection of this claim.

Nowhere does Ralston teach or suggest *causing a second calendar maintained by the service provider to be checked to verify that the selected appointment time is available in the second calendar* and setting an on-line appointment between the user system and the service provider at the selected appointment time *if the selected appointment time is verified to be available in the second calendar* as recited in claim 1. Instead, Ralston discloses a multi-facility appointment scheduling system that schedules appointments for a plurality of facilities. The appointment scheduling system employs a central schedule server and one or more remote schedule servers that manage appointment data for the facilities.

Cree does not remedy this defect in the teaching of Ralston since Cree also fails to teach or suggest causing a second calendar maintained by the service provider to be checked to verify that the selected appointment time is available in the second calendar as presently claimed. Instead, Cree merely discloses a method for **reconciling** two calendars, in particular, two different instances of the same calendar. Specifically, Cree discloses:

an electronic calendar method ... in which a calendar owner can automatically **reconcile** the entries within a designated time span that have been made independently on two different calendars. In a typical situation the owner obtains a machine readable copy of his calendar that he can update during a planned absence from his office. This copy will be referred to as the personal copy of the calendar while the calendar maintained by the host is referred to as the system copy. During the planned absence his system calendar continues to be updated either by an assistant or automatically by the system. The owner also updates his personal copy by means of his portable computer. On return to the office, the entries on the two calendars are **reconciled** automatically in accordance with the method of the present invention.

*Cree*, column 4, lines 21-38 (emphasis added). Consequently, like Ralston, Cree does not teach or suggest causing a second calendar maintained by the service provider to be checked to verify that the selected appointment time is available in the second calendar.

Accordingly, for at least these reasons, neither Ralston nor Cree, either alone or in combination, teaches or suggests the subject matter presently recited in claim 1. Thus, claim 1 is allowable over these references.

**Claims 2-8 and 40-43** depend from claim 1, and are allowable as depending from an allowable base claim. These claims are also allowable for their own recited features which, in combination with those recited in claim 1, are neither disclosed nor suggested by the cited references.

**Claim 12** recites one or more computer-readable media comprising instructions that are executable to provide an on-line scheduling application that is configured to:

- receive a request for appointment availability of the service provider;
- determine available appointment slots for the service provider through use of a central appointments server having access to a central appointment database that stores a first calendar for at least the service provider;
- transmit the available appointment slots to the user system;
- receive a selected appointment slot from the available appointment slots;
- *cause a second calendar maintained by the service provider to be checked to verify that the selected appointment slot is available in the second calendar*; and
- set an on-line appointment between the user system and the service provider at the selected appointment slot *if the selected appointment slot is verified to be available in the second calendar*.

The Office rejected claim 12 as being obvious over Ralston in view of Cree, and further in view of Scully. For reasons set forth below, Applicant respectfully traverses the Office's rejection of this claim.

As noted above, Ralston discloses a multi-facility appointment scheduling system that employs a central schedule server to schedule appointments with a plurality of facilities, while Cree describes a method for reconciling two instances of a calendar. Nowhere does Ralston or Cree teach or suggest computer readable media comprising instructions that are executable to *cause a second calendar maintained by the service provider to be checked to verify that the selected appointment time is available in the second calendar* and set an on-line appointment between the user system and the service provider at the selected appointment slot *if the selected appointment slot is verified to be available in the second calendar* as recited in claim 12.

Scully fails to remedy this defect in the teachings of Ralston and Cree. Instead, Scully teaches an electronic calendaring system that allows a calendar owner to develop

and display a composite calendar comprised of entries from a plurality of other calendars. Scully discloses that these calendars are maintained by a central electronic calendaring system.

Accordingly, for at least these reasons, Ralston, Cree and Scully, either alone or in combination, fail to teach or suggest the subject matter presently recited in claim 12. Thus, claim 12 is allowable over these references.

**Claim 20** recites an on-line appointment system comprising [emphasis added]:

- an appointment database configured to store calendars for the one or more service providers;
- an appointment server configured to furnish access to the calendars via a network to schedule appointments with the one or more service providers and thereafter permit confirmation, by the one or more service providers, of the appointments that have been scheduled with the one or more service providers; and
- *a synchronization application configured to review appointments that have been scheduled with the one or more service providers to determine if the appointments conflict with entries in local software calendars maintained by the one or more service providers, the local software calendars being separate and distinct from the calendars stored by the appointment database.*

The Office rejected claim 20 as being obvious over Ralston in view of Cree. For reasons set forth below, Applicant respectfully traverses the Office's rejection of this claim.

Nowhere does Ralston teach or suggest *a synchronization application configured to review appointments that have been scheduled with the one or more service providers to determine if the appointments conflict with entries in local software calendars maintained by the one or more service providers, the local software calendars being separate and distinct from the calendars stored by the appointment database* as recited in claim 20. The appointment scheduling system taught by Ralston

employs a central schedule server and one or more remote schedule servers that schedule appointments with a plurality of facilities. The appointment scheduling system does not review appointments that have been scheduled to determine if the appointments conflict with entries in local calendars maintained by the facilities.

5 Cree does not remedy this deficiency in the teaching of Ralston. As noted above, Cree discloses a method for reconciling two instances of a calendar. Cree nowhere teaches or suggests the synchronization application recited in claim 20.

Accordingly, for at least these reasons, neither Ralston nor Cree, either alone or in combination, teaches or suggests the subject matter presently recited in claim 20. Thus,  
10 claim 20 is allowable over these references.

**Claims 21, 23, 24 and 37** depend from claim 20, and are allowable as depending from an allowable base claim. These claims are also allowable for their own recited features which, in combination with those recited in claim 20, are neither disclosed nor suggested by the cited references.

### **Conclusion**

All of the claims are in condition for allowance. Accordingly, Applicant requests reconsideration and issuance of a Notice of Allowability. If the Office's next anticipated action is to be anything other than issuance of a Notice of Allowability, Applicant  
20 respectfully requests a telephone call for the purpose of scheduling an interview.

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Respectfully Submitted,

By: /Kevin E. West/

Kevin E. West  
Reg. No. 43983  
(509) 755-7268